

**AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996
BETWEEN
BELLSOUTH TELECOMMUNICATIONS, INC.
d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA,
AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA AND AT&T TENNESSEE
AND
LEVEL 3 COMMUNICATIONS, L.L.C.**

The Interconnection Agreement dated June 23, 2004 by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and Level 3 Communications, L.L.C. ("Level 3") ("Agreement") effective in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, is hereby amended as follows:

1. Sections 7.2, 7.2.1 and 7.2.2 of Attachment 3 - Network Interconnection are hereby deleted in their entirety and replaced with the following new sections 7.2, 7.2.1 and 7.2.2:
 - 7.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic and all Local Traffic on a minute of use basis, at \$.0007 per minute of use.
 - 7.2.1 Intentionally Left Blank.
 - 7.2.2 Intentionally Left Blank.
2. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
3. In entering into this Amendment neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
4. This Amendment shall be filed with and is subject to approval by the Commission(s) and shall become effective on the date of the last signature executing the Amendment.

**AMENDMENT TO REMOVE ISP GROWTH CAP LANGUAGE/
 BELL SOUTH TELECOMMUNICATIONS, INC.
 d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA
 AT&T KENTUCKY, AT&T LOUISIANA, AT&T MISSISSIPPI,
 AT&T NORTH CAROLINA, AT&T SOUTH CAROLINA, AND AT&T TENNESSEE ("AT&T")**
 SIGNATURE PAGE 1 OF 1
 Level 3
 VERSION - 10/09/08

Level 3 Communications, L.L.C.

**BellSouth Telecommunications Inc, d/b/a AT&T
 Alabama, d/b/a AT&T Florida, d/b/a AT&T Georgia,
 d/b/a AT&T Kentucky, d/b/a AT&T Louisiana, d/b/a
 AT&T Mississippi, d/b/a AT&T North Carolina, d/b/a
 AT&T South Carolina, d/b/a AT&T Tennessee by AT&T
 Operations, Inc., its authorized agent**

Level 3 Communications, L.L.C.

By: *Janice Mayer*

Name: Janice Mayer

Title: Sr. Dir - Interconnection Services

Date: 3/23/09

By: *Eddie A. Reed, Jr.*

Name: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 4-24-09

	Resale OCN	UNE OCN	Switch Based OCN
ALABAMA	_____	_____	_____
FLORIDA	_____	_____	_____
GEORGIA	_____	_____	_____
KENTUCKY	_____	_____	_____
LOUISIANA	_____	_____	_____
MISSISSIPPI	_____	_____	_____
NORTH CAROLINA	_____	_____	_____
SOUTH CAROLINA	_____	_____	_____
TENNESSEE	_____	_____	_____
ACNA _____			